

1 **Q. DOES VERIZON VA AGREE TO REASONABLE COMMITTED TIMEFRAMES**
2 **FOR PORTING? (ISSUE V-12-A).**

3 A. Yes. As described in Verizon VA's Direct Testimony and in Volume 3, § 5 of the
4 Verizon VA CLEC Handbook, Verizon VA offers the following porting intervals:

5 Up to 50 lines: 3 business days
6 51-100 lines: 4 business days
7 101-200 lines: 5 business days
8 > 200 lines: negotiated interval

9 Verizon VA also maintains these intervals on its website and is willing to reference the
10 website for intervals in the Parties' ultimate interconnection agreement. Verizon VA
11 utilizes the same intervals for all carriers and, accordingly, should not be required to
12 agree to different -- and discriminatory -- intervals for AT&T.

13 **Q. HAS AT&T DESCRIBED ANYTHING THAT IS UNREASONABLE ABOUT**
14 **VERIZON VA'S PROPOSED PORTING INTERVALS?**

15 A. No. AT&T sketches the steps it claims are necessary to implement number porting
16 between local exchange carriers and then concludes that porting could occur as quickly as
17 36 hours after an LSR is submitted. *See id.* at 4-5. But AT&T misrepresents the porting
18 process relative to the timing issues. As described in the industry agreed upon Inter-
19 Service Provider LNP Operations Flows, when a new subscription version is entered into
20 the Number Portability Administration Center (NPAC), the confirming service provider
21 has 18 business hours, measured by the operating hours of the NPAC, to concur or put

1 into conflict the telephone number to be ported (NPAC business hours are from 8:00 a.m.
2 to 8:00 p.m., Monday through Friday excluding holidays), not merely 18 hours as AT&T
3 suggests. *See id.* at 5. Therefore, AT&T's proposed three calendar day interval to port a
4 POTS line conflicts with the industry agreed upon process. For example, if Verizon VA
5 received an order on Thursday at 3:00 p.m. with a three calendar day interval resulting in
6 a Sunday due date, assuming that a Firm Order Commitment (FOC) was sent back to
7 AT&T immediately upon Verizon VA's receipt of the order and that the subscription
8 version for the porting activity was created, the NPAC 18 business hour concurrence
9 period would extend to Monday at 9:00 a.m. If the concurring subscription version was
10 not submitted to NPAC by Sunday, AT&T would not be able to activate the port on
11 Sunday. Accordingly, AT&T's proposed 3 calendar day interval is not consistent with
12 the industry agreed upon processes.

13 Verizon VA's proposed intervals are compliant with industry guidelines for porting a
14 simple POTS line. Those guidelines state that the three business day interval begins to
15 run after receipt of the FOC. Since the carrier has 24 hours to return the FOC, the total
16 interval is 4 business days. In practice, Verizon VA agrees to the 3 day interval for
17 simple ports as Verizon VA times the interval from receipt of an accurate Local Service
18 Request (LSR), not the transmission of the FOC to the requesting service provider. The
19 guidelines do not specify an interval for multiple lines, but Verizon VA's are more than
20 reasonable and consistent with industry practice for large orders. As noted in Verizon
21 VA's Direct Testimony (UNE Panel at 24), the Local Number Portability Administration
22 Working Group, at the request of the Commission and the North American Numbering
23 Council, recently rejected requests that the industry guideline, including time to accept

1 the FOC, be reduced. If AT&T's contention is that Verizon VA's intervals are
2 unreasonable, and if Verizon VA's intervals are compliant with Industry Guidelines (a
3 fact undisputed by AT&T), AT&T must be alleging that compliance with industry
4 guidelines is unreasonable. The Commission must reject such a position.

5 In a most odd way, AT&T actually provides explicit support for Verizon VA's position
6 of 3 business days to port a POTS line. In response to the question, "Is it technically
7 feasible to port simple POTS lines within three *calendar* days?" (emphasis added),
8 AT&T states, "Yes. Qwest has recently agreed to a three-day porting interval for ports of
9 less than five POTS lines." AT&T Witness Solis at 5. AT&T, however, included a
10 portion of Qwest's web page that shows that Qwest has agreed to a three *business* day
11 interval, not the three *calendar* day interval AT&T claims. *Id.* AT&T is, by all accounts,
12 out of bounds in its request for a three calendar day interval for porting simple POTS
13 lines.

14 **Q. ARE VERIZON VA'S OTHER PORTING INTERVALS REASONABLE? (ISSUE**
15 **V-7).**

16 A. Yes. AT&T advocates, without evidentiary support, use of a 5 calendar day interval for
17 porting customers with a large quantity of numbers. In some instances, however, 5
18 business days is not enough. Verizon VA must determine what work is required and
19 what resources are available before committing to a specific interval for large LNP
20 requests. Verizon VA has explained its legitimate concerns on this issue (see UNE Panel
21 at 28) and AT&T's mere assertions that Verizon VA's business practices can
22 accommodate a significantly accelerated porting process should be rejected.

1 First, AT&T contends that Verizon VA has no incentive to negotiate a reasonable interval
2 for large numbers of lines to be ported away from Verizon VA. AT&T Witness Solis at
3 20. AT&T disregards Verizon VA's contractual obligations to negotiate an interval,
4 pursuant to its lawful obligations under the contract. AT&T improperly assumes Verizon
5 VA will negotiate in bad faith and disregard its contractual commitment.

6 Second, AT&T contends that it "needs predictability in the LNP provisioning process in
7 order to effectively market its services." *Id.* at 21. As an example of Verizon VA's
8 alleged unfairness, AT&T contends that Verizon VA "can inform the customer of a
9 confirmed due date within seconds of placing the customer's order." *Id.* This example is
10 silly and misses the point. AT&T fails to account for the complexities of determining an
11 appropriate due date for large orders, such as determining the work that is necessary and
12 the availability of resources needed to complete the work. It is illogical to argue that
13 Verizon VA should be held to the same specific interval for ports that involve 101 lines
14 and ports that could involve several thousand lines. AT&T contends that "force and
15 load" complaints are not a material factor in determining the number of lines that require
16 a negotiated interval. This is not necessarily true. A partial port may require significant
17 network translations and rearrangement. For other ports, some work may be manual and
18 require a technician to complete the translation work. Certain Direct Inward Dial (DID)
19 numbers may require manual translation and Service Order Administration work.
20 Verizon VA also must ensure that a very large request for a specific date does not
21 overload the download links from NPAC causing problems with activations. Verizon
22 VA may have other large ports that have been committed to and Verizon VA will have to
23 ensure that the porting activity is not excessive for a given time period resulting in an

1 overload of the system. In short, porting large quantities of numbers requires large
2 numbers of inputs and it is perfectly logical to utilize a negotiated interval.

3 **Q. CAN AT&T PORT NUMBERS DURING OFF-HOURS? (ISSUE V-12).**

4 A. Yes. As described in Verizon VA's Direct Testimony (UNE Panel at 27-28), although
5 Verizon VA does not generally provide after hours or weekend porting for either CLECs
6 or its retail general consumer and business services, it does offer a "weekend porting
7 solution" so that, with a minimum of advance coordination with Verizon VA, AT&T can
8 port numbers over the weekend without Verizon VA support.

9 AT&T contends that Verizon VA's solution is not sufficient in that it does not offer
10 customers Sunday installations, may result in billing overlap, and could cause customer
11 confusion regarding repairs. AT&T Witness Solis at 14. With respect to Sunday porting,
12 Verizon VA is obligated to do no more than it does for itself. AT&T contends that
13 Verizon VA should be required to "reconfigure its systems to accept an order for a
14 Saturday or a Sunday port,... particularly in light of the fact that Verizon manages to
15 provide its *retail* customers with weekend installation dates." AT&T Witness Solis at 8.
16 Witness Solis attempts to equate the retail tariff "Premium Installation Appointment
17 Charge" (PIAC) with weekend porting but he is off the mark. The PIAC allows retail
18 customers to pre-arrange to have a technician dispatched to its location, subject to
19 resource availability, and be charged at an hourly rate for the services rendered. Porting
20 is different. No outside installation is required and weekend resources for porting would
21 require different work groups to be available from those involved in installations.

1 AT&T's allegations regarding potential repair confusion should not be a concern.
2 Verizon VA customer records will clearly indicate that there is a port in progress and the
3 new service provider is indicated. The Verizon VA technician has instructions on how to
4 handle a maintenance report on a customer account that indicates there is a port in
5 progress. Accordingly, AT&T need not be concerned about confusion if repairs are
6 needed. AT&T's concerns about Verizon VA double billing is not a Verizon VA issue as
7 Verizon VA follows industry standards and cannot change its billing records until the
8 proper translations are completed in the switch.

9 Finally, not once in AT&T's lengthy description of its business needs does AT&T cite
10 any legal obligation of Verizon VA to provide AT&T with a service that Verizon VA
11 does not provide to its own customers-- namely off-hour porting for general business and
12 residential customers. The New York Commission recently upheld Verizon VA's
13 weekend porting proposal stating, "Verizon's offer to provide AT&T and other CLECs
14 an unconditional ten-digit trigger appears to satisfy AT&T's desire for weekend porting
15 activity. This offer should be formally executed in the new agreement." Order Resolving
16 Arbitration Issues, *In re: Joint Petition of AT&T Communications of New York, Inc.,*
17 *TCG New York Inc. and ACC Telecom corp. Pursuant to Section 252(b) of the*
18 *Telecommunications Act of 1996 for Arbitration to Establish an Interconnection*
19 *Agreement with Verizon New York Inc.*, New York Public Service Commission, July 30,
20 2001, at 85. Verizon VA will formalize the weekend porting process in the
21 interconnection agreement that will result from this arbitration.

1 **Q. DOES AT&T ACCURATELY DESCRIBE THE CONCERNS RAISED BY**
2 **VERIZON CONCERNING OFF HOURS SUPPORT?**

3 A. No. AT&T claims that “[o]nly minimal modification to current methods and procedures
4 would be necessary to provide technical support for those instances where porting is
5 unsuccessful, thus requiring restoration of service to Verizon to assure the end-user
6 maintains dial tone.” AT&T Witness Solis at 7. Contrary to AT&T’s characterization,
7 this effort would not be “minimal.” First, if Verizon VA allowed weekend ports, it would
8 need to know well in advance how many ports are scheduled for a particular weekend so
9 that it could schedule its personnel to be available. To accomplish this, Verizon VA
10 would have to revert to manual processing of the order, link the orders to a work force
11 system that would calculate the required personnel and schedule people on an overtime
12 basis, and set up a billing procedure to bill the CLEC for the support. Porting of a
13 telephone number from Verizon VA to a CLEC does not have a comparable Verizon VA
14 retail operational process and the modifications required for AT&T’s proposal would be
15 significant and costly to implement.

16 **Q. IS THIS SO-CALLED “LIMITED TECHNICAL SUPPORT” THAT AT&T**
17 **SEEKS (AT&T WITNESS SOLIS AT 8) DIFFERENT FROM WHAT VERIZON**
18 **VA CURRENTLY PROVIDES ITS OWN CUSTOMERS DURING OFF-HOURS**
19 **TO CONDUCT REPAIRS?**

20 A. Yes. Contrary to AT&T’s contention, the support for weekend porting is different from
21 weekend repair support. Repair call centers are operational on a 24 X 7 basis.
22 Depending on the nature of the repair report, Verizon VA is staffed to fix the problem

1 during non-business hours or during the next business day. If the repair involves an
2 outage that impacts high volumes of calls or many customers such as a DS3 or a cable
3 cut, Verizon VA has staff, or will call in the staff, to fix the problem during the non-
4 business hours. For a general out of service report, Verizon will commit to fix the
5 problem during the next business day when staff is available. The Verizon VA work
6 centers required for weekend porting support are not, however, the same centers used for
7 maintenance and repair. Weekend porting support would be required in the Regional
8 CLEC Coordination Center (RCCC) and the Recent Change Machine Administration
9 Center (RCMAC). The staffs in the RCCC and RCMAC are significantly reduced during
10 non-business hours and would need to be augmented to support weekend porting.

11 **Q. SHOULD VERIZON VA BE REQUIRED TO RECEIVE CONFIRMATION FOR**
12 **A PORT FROM NPAC PRIOR TO DISCONNECTING THE NUMBER AS**
13 **URGED BY AT&T WITNESS SOLIS AT 15? (ISSUE V-13)**

14 A. No. Once again AT&T proposes that Verizon VA modify an existing practice only for
15 AT&T. Notably, AT&T provides no legal authority for why Verizon VA should be
16 required to receive confirmation for a port from NPAC prior to disconnecting the
17 number. Verizon VA's current practice is entirely consistent with the Ordering and
18 Billing Forum (OBF) industry standards for CLEC ordering requests and confirmations.
19 AT&T is an active participant in OBF and should address in that forum any concerns it
20 has with the industry standards. Moreover, Verizon VA disagrees with AT&T in how
21 customers are better served with respect to this issue. AT&T's request to modify the
22 existing processes could impair service quality for customers by putting their accounts in
23 limbo, effectively creating billing and maintenance problems within Verizon VA. For

1 example, if an LNP order is dated for today, but no NPAC activation is received, under
2 AT&T's proposal the pending Verizon VA disconnect would remain active. Under
3 AT&T's proposal, Verizon VA would poll the "activate messages" on a daily basis to
4 determine if the translations can be removed. If the end user calls Verizon VA three days
5 after the scheduled due date to make a change to his service and no activate message had
6 been received, Verizon VA would not be able to process the order because there would
7 be a pending LNP order on the account. In essence the end user would, at that point,
8 neither be a customer of Verizon VA nor AT&T.

9 In addition, contrary to AT&T's claim that it is "not a huge effort" (AT&T Witness Solis
10 at 17) for Verizon to receive the NPAC confirmation of port completion before removing
11 the customer's number from the switch, Verizon VA's ordering and provisioning systems
12 do not interact with the system that receives the NPAC activate messages (LSMS). A
13 process would need to be developed to have the ordering and provisioning system query
14 the LSMS data base or receive a data file from the LSMS and match the file against the
15 pending orders. At that time the order would then be released to the RCMAC to schedule
16 the work in the switch. Without a mechanized process in place, the alternative would be
17 to manually compare the thousands of pending LNP orders on a daily basis with the
18 LSMS activate messages and reschedule the orders for completion. Both the
19 development of a mechanized system and this manual process to reschedule the order
20 would be a large work effort that Verizon VA need not undertake.

21 **Q. AT&T SUGGESTS THAT SINCE BELL SOUTH QUERIES NPAC'S SYSTEMS**
22 **TO CONFIRM THE PORT COMPLETION BEFORE REMOVING THE**

1 **TRANSLATION THAT IT IS TECHNICALLY FEASIBLE FOR VERIZON VA**
2 **TO DO SO. ID. IS THIS CORRECT?**

3 A. No. BellSouth has an entirely different system for the LNP processes. Verizon VA built
4 its systems to conform with the OBF ordering guidelines which uses the LSR and LSR
5 supplemental orders for agreement on when work should be done. This is standard
6 industry practice and enables Verizon VA to schedule the work in a logical manner, not
7 waiting for confirmation of another service provider's completed work which may or
8 may not occur on the agreed upon date and time.

9 **Q. AT&T PROPOSES THAT VERIZON VA OUGHT NOT DISCONNECT THE**
10 **PORTED NUMBER IN THE SWITCH UNTIL AFTER SEARCHING NPAC'S**
11 **SYSTEMS TO VERIFY THAT THE PORT WAS SUCCESSFUL. ID. AT 19.**
12 **WOULD SUCH EFFORTS BE PROHIBITIVE FOR VERIZON VA?**

13 A. Yes. AT&T's practices may work for AT&T because it has relatively few accounts
14 being ported away on a daily basis. Verizon VA, however, has thousands of accounts
15 ported out daily and such a search procedure would heavily tax Verizon VA's resources.
16 AT&T also does not explain what it would do if it does not find the NPAC confirmation.
17 Would it continue to validate day after day until the NPAC confirmation turns up? How
18 long after the due date would Verizon VA be asked to continue to search for the activate
19 message? Does Verizon VA cancel the order after a certain number of tries? These are
20 some of the difficulties that Verizon VA would face if forced to find NPAC approval.

1 **VI. UNE-P ROUTING AND BILLING (ISSUES V-3, V-4 AND V-4-A)**

2 **Q. DOES VERIZON VA AGREE WITH AT&T THAT AT&T'S PROPOSED UNE-P**
3 **COMPENSATION ARRANGEMENT "ENSURES FAIR AND EQUITABLE**
4 **COMPENSATION FOR ALL INTRALATA CALLS"? (ISSUES V-4-A and V-3).**

5 A. No. The entire spectrum of intercarrier compensation is fully before the Commission in
6 CC Docket No. 01-92 *In the Matter of Developing of a Unified Intercarrier Regime* in
7 which a Notice of Proposed Rulemaking was issued on April 27, 2001. The Commission
8 made it clear in the Status Conference that it was "disinclined" to address issues under
9 consideration in other pending dockets (Status Conference Tr. at 46) and this issue will
10 get a full airing in that proceeding. Moreover, as pointed out in Verizon VA's direct
11 testimony (UNE Panel at 33-37), a "bill and keep" compensation scheme for a single type
12 of traffic, as advocated by AT&T, would be a piecemeal implementation of a significant
13 change in intercarrier compensation and a pre-emptive volley into the pending
14 rulemaking in CC Docket No. 01-92. This issue should be deferred, pending the
15 Commission's full examination of the issues in CC Docket No. 01-92.

16 **Q. HAS THIS SAME ISSUE BEEN DECIDED RECENTLY BY THE NEW YORK**
17 **PUBLIC SERVICE COMMISSION (NYPSC)?**

18 A. Yes. In the NYPSC's *Order Resolving Arbitration Issues* in Case 01-C-0095 (July 30,
19 2001) (*NY Order*),⁸ it discussed UNE-P Routing and Billing. *See NY Order* at 47-49.

⁸ *Joint Petition of AT&T Communications of New York, Inc., TCG New York Inc. and ACC Telecom Corp. Pursuant to Section 252(b) of the Telecommunications Act of 1996 for Arbitration to Establish an Interconnection Agreement with Verizon New York Inc., Case 01-C-0095 (July 30, 2001).*

1 After discussing how AT&T and Verizon New York compensate one another for UNE-P
2 transport and termination charges when a third-party carrier is involved in local calls to or
3 from an AT&T UNE-P customer, the NYPSC decided not to change the existing
4 arrangements:

5 Verizon also opposes any selective use of a “bill and keep”
6 compensation arrangement for AT&T UNE-Platform customers.
7 According to Verizon, this arrangement should only be used when
8 the carriers are entitled to reciprocal compensation from each
9 other. In this case, Verizon states it should receive reciprocal
10 compensation for the calls it terminates from an AT&T end user;
11 however, it claims AT&T should not receive reciprocal
12 compensation for calls to UNE-Platform customers for whom
13 Verizon provides the facilities and incurs the cost.
14 In their respective positions on this matter, both parties have
15 indicated that the current practices are working satisfactorily. It
16 appears that only more difficulties would arise were we are to
17 adopt one or the others changes to the existing practice.
18 Accordingly, the Commission finds that the prevailing practices
19 shall maintained in the new agreement.
20

21 *NY Order* at 48-49. This further supports the Commission’s deferral of this matter from
22 this proceeding into its general review of intercarrier compensation in CC Docket No. 01-
23 92.

24 VII. LOCAL SWITCHING (ISSUE III-9)

25 **Q. WHAT ISSUES REMAIN WITH REGARD TO THE COMMISSION’S LOCAL**
26 **SWITCHING EXEMPTION SET FORTH IN THE *SUPPLEMENTAL ORDER***
27 ***CLARIFICATION TO THE UNE REMAND ORDER?***

28 A. AT&T witness Pfau has raised the issues of the definition of “end-user” and the 4-line
29 limit for purposes of defining when Verizon VA may elect not to provide local switching
30 as a UNE and the geographic territory within which the exemption may be applied.

1 AT&T witness Pfau at 41. Witness Pfau believes that for purposes of implementing the
2 Commission's requirement the four or more lines should be at each customer location. In
3 addition, witness Pfau states that the geographic territory within which the exemption
4 may be applied is limited to the Density Zone 1 within the requisite MSA.

5 **Q. DOES VERIZON VA AGREE THESE AT&T POSITIONS?**

6 A. Verizon VA agrees that the exemption from providing unbundled local switching as a
7 UNE may only be applied to customer locations within the MSA. Verizon VA disagrees,
8 however, that the four or more line requirement is at each location of the customer. The
9 underpinning of this exemption is that the customer has competitive alternatives to local
10 switching within the requisite MSA:

11 We find, however, that in our expert judgment, a rule that
12 distinguishes customers with four lines or more from those with
13 three lines or less reasonably captures the division between the
14 mass market--where competition is nascent--and the medium
15 enlarged business market--where competition is beginning to
16 broaden.

17
18 *UNE Remand Order* at ¶ 294.

19 We find that requesting carriers have developed a large number of
20 switches to serve medium and large business customers in the
21 densest areas of the top 50 MSAs, and those medium and large
22 business customers by and large, have choice in their local service
23 provider. Accordingly, we find that relieving incumbent LECs of
24 their unbundled switching obligation, as set forth herein, will not
25 require medium and small business consumers to wait
26 unnecessarily for competitive alternatives because they are largely
27 available today.

28
29 *Id.* at ¶ 299.

30 Verizon VA believes the appropriate standard is to look at the customer and its locations
31 to evaluate whether they meet the criteria of the exemption, that is, one with four lines or

1 greater. Generally, multi-location businesses are likely to purchase telecommunications
2 from a headquarters or main business office where the business purchases a package of
3 services for the geographic territory in which it operates, and has competitive alternatives
4 for its services. It is the availability of these competitive alternatives in these most urban
5 markets (Density Zone 1 of the MSA) for which the Commission has determined the
6 local switching exemption can be triggered. For those locations outside Density Zone 1
7 of the top 50 MSAs, local switching would be available as a UNE. AT&T's attempt to
8 roll back this exemption should be denied.

DECLARATION OF {FILL IN NAME}

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 16 day of August, 2001.

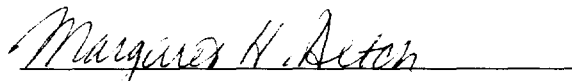
A handwritten signature in cursive script, appearing to read "Alice B. Shocket", is written over a horizontal line.

Alice B. Shocket

DECLARATION OF {FILL IN NAME}

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 14th day of August, 2001.

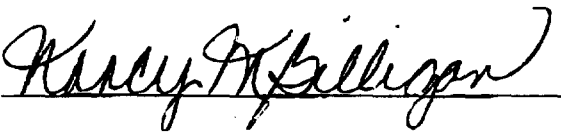
A handwritten signature in cursive script, reading "Margaret H. Detch", is written over a horizontal line.

Margaret H. Detch

DECLARATION OF NANCY M. GILLIGAN

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 16th day of August, 2001.

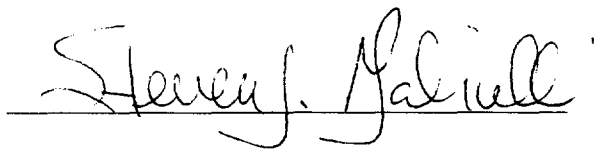
A handwritten signature in cursive script, reading "Nancy M. Gilligan", is written over a horizontal line.

NANCY M. GILLIGAN

DECLARATION OF STEVEN J. GABRIELLI

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 14 day of August, 2001.

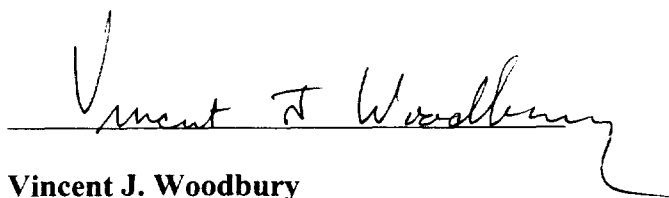
A handwritten signature in cursive script, reading "Steven J. Gabrielli", is written over a horizontal line.

{ Steven J. Gabrielli }

DECLARATION OF VINCENT J. WOODBURY

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

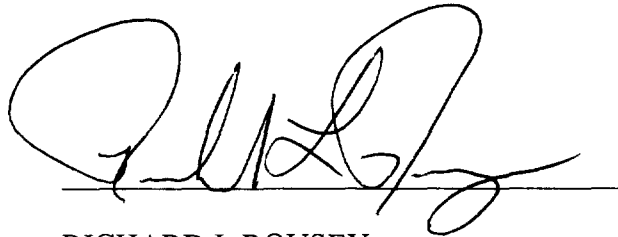
Executed this 15 day of August, 2001.


Vincent J. Woodbury

DECLARATION OF RICHARD L. ROUSEY

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 24 day of August, 2001.

A handwritten signature in black ink, appearing to read 'R. L. Rousey', is written over a horizontal line.

RICHARD L ROUSEY